

1. ACCEPTANCE

By using and/or visiting the EskimoTube website (collectively, including but not limited to all Content, Uploads and User Submissions available through EskimoTube.com, "EskimoTube", the website) you agree to the terms and conditions contained herein and the terms and conditions of EskimoTube's privacy policy incorporated herein, and all future amendments and modifications (collectively referred to as the "Agreement"). By entering, you agree to be bound by these terms and conditions. If you do not agree to be bound the terms and conditions contained herein, then do not use EskimoTube.com.

The terms and conditions of this Agreement are subject to change by EskimoTube at any time in its sole discretion and you agree be bound by all modifications, changes and/or revisions. If you do not accept to be bound by any and all modifications, changes and/or revisions of this agreement, you many not use EskimoTube.com.

The terms and conditions contained herein apply to all users of EskimoTube whether a 'visitor' or a 'member' and you are only authorized to use EskimoTube.com if you agree to abide by all applicable laws and be legally bound by the terms and conditions of this Agreement.

2. DESCRIPTION

The EskimoTube website allows for uploading, sharing and general viewing various types of content allowing registered and unregistered users to share and view visual depictions of adult content, including sexually explicit images. In addition, EskimoTube contains video content, information and other materials posted/uploaded by users. EskimoTube allows its users to view the Content and Website subject to the terms and conditions of this Agreement.

The EskimoTube website may also contain certain links to third party websites which are in no way owned or controlled by EskimoTube. EskimoTube assumes no responsibility for the content, privacy policies, practices of any and all third party websites. EskimoTube cannot censor or edit the content of third party sites. You acknowledge that EskimoTube will not be liable for any and all liability arising for your use of any third-party website.

EskimoTube.com is for your personal use and shall not be used for any commercial endeavor except those specifically endorsed or approved by EskimoTube.com. Any illegal and/or unauthorized use of EskimoTube is prohibited including but not limited to collecting usernames and e-mail addresses for sending unsolicited emails or unauthorized framing or linking to the EskimoTube website is prohibited.

3. ACCESS

In order to use this website, you affirm that you are at least eighteen (18) year of age and/or over the age of majority in the jurisdiction you reside and from which you access the website where the age of majority is greater than eighteen (18) years of age. If you are under the age of 18 and/or under the age of majority in the jurisdiction you reside and from which you access the website, then you are not permitted to use the website.

4. CONDUCT

You acknowledge and agree that you shall be responsible for your own user submissions and the consequences of posting, uploading, publishing transmitting or other making them available on EskimoTube. You agree that

you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on EskimoTube content which is illegal, unlawful, harassing, harmful, threatening, tortuous, abusive, defamatory, obscene, libelous, invasive of one's privacy including but not limited to personal information, hateful, racial. You also agree that you shall not post, upload, publish, transmit or make available in any way on EskimoTube software containing viruses or any other computer code, files, or programs designed to destroy, interrupt, limit the functionality of, or monitor, or persistently reside in or on any computer software or hardware or telecommunications equipment. You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on EskimoTube content which is intentionally or unintentionally violating any applicable local, state, national, or international law, or any regulations or laws having the force of law where you reside and elsewhere, including but not limited to any laws or regulations relating to securities, privacy, and export control; engage in, promote, You agree that you shall not (nor others using your account) post, upload, publish, transmit or make available in any way on EskimoTube content depicting illegal activities, promote or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals; You agree not to use EskimoTube in any way that exposes EskimoTube to criminal or civil liability.

You agree that EskimoTube shall have the right to determine in its sole and unfettered discretion, what action shall be taken in the event of any discovered or reported violation of the terms and conditions contained herein.

5. INTELLECTUAL PROPERTY

The Content contained on the EskimoTube with the exception of User Submissions including but not limited to the text, software, scripts, graphics, music, videos, photos, sounds, interactive features and trademarks, service marks and logos contained therein, are owned by and/or licensed to EskimoTube, subject to copyright and other intellectual property rights under United States, Canada and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. EskimoTube reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, and/or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to disable, circumvent, or otherwise interfere with security related features of the EskimoTube or features that prevent or restrict use or copying of any Content or enforce limitations on use of the EskimoTube Website or the Content therein.

6. USER SUBMISSIONS

EskimoTube permits the submission of video and other communications and the hosting, sharing and publishing of such user submissions. You understand that whether or not such User Submissions are published and/or uploaded, EskimoTube does not guarantee any confidentiality with respect to any submissions.

EskimoTube allows/permits you to link to materials on the Website for personal, non-commercial purposes only. More over, EskimoTube provides an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the EskimoTube website on the pages containing the Embeddable Player. EskimoTube reserves the right to discontinue any aspect of the EskimoTube website at any time. In addition, you may not modify, build upon or block any portion of the Embeddable Player in any way.

You shall be solely responsible for any and all of your own User Submissions and the consequences of posting, uploading and publishing them. Furthermore, with User Submissions, you affirm, represent and/or warrant that:

1. you own or retain the necessary licenses, rights, consents, and permissions to use and authorize EskimoTube to use all trademarks, copyrights, trade secrets, patents, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and
2. you will not post, or allow anyone else to post, any material that depicts any person under the age of 18 years and you have inspected and are maintaining written documentation sufficient to confirm that all subjects of your submissions are, in fact, over the age of 18 years.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you retain all of your ownership rights in your User Submissions. By submitting the User Submissions to EskimoTube, you hereby grant EskimoTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the EskimoTube Website and EskimoTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the EskimoTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the EskimoTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the EskimoTube Website.

In submitting material (video or other communication), you further agree that you shall not:

1. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant EskimoTube all of the license rights granted herein;
2. publish falsehoods or misrepresentations that could damage EskimoTube or any third party;
3. submit material that is obscene, illegal, unlawful, , defamatory, libelous, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
4. post advertisements or solicitations of business;
5. Impersonate another person. EskimoTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and EskimoTube expressly disclaims any and all liability in connection with User Submissions. EskimoTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and EskimoTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. EskimoTube reserves the right to remove Content and User Submissions without prior notice or delay. EskimoTube will also terminate a User's access to its Website, if they are determined to be an infringer. While pornographic and adult content are accepted, EskimoTube also reserves the right to decide in its sole and unfettered discretion, whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, obscene or defamatory material, or excessive length. EskimoTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these

Terms of Service at any time, without prior notice and at its sole discretion.

You understand and acknowledge that when using EskimoTube.com, you will be exposed to User Submissions from a variety of sources, and that EskimoTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against EskimoTube with respect thereto, and agree to indemnify and hold EskimoTube, its Owners, affiliates, operators, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the website.

You agree that EskimoTube may at its sole discretion have the right to refuse to publish, remove, or block access to any User Submission that is available via the Website or other EskimoTube network or services at any time, for any reason, or for no reason at all, with or without notice.

EskimoTube provides its website as a service to its users. However, EskimoTube assumes no responsibility whatsoever for monitoring the EskimoTube Services for inappropriate content or conduct. If at any time EskimoTube chooses, in its sole discretion, to monitor the EskimoTube Services, however, EskimoTube assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content. EskimoTube may review and delete any User Submissions that, in its sole judgment, violates this Agreement or may be otherwise offensive or illegal, or violate the rights, harm, or threaten the safety of any User or person not associated with the Website (collectively "Inappropriate User Submissions"). You are solely responsible for the User Submissions that you make visible on the Website or to any third-party website via an embedded player provided by the Website or any other material or information that you transmit or share with other Users or unrelated third-parties via the Website.

7. ACCOUNT TERMINATION POLICY

1. a User's access to EskimoTube will be terminated if, under appropriate conditions, the User is determined to infringe repeatedly.
2. EskimoTube reserves the right to decide whether Content or if a User's Submission is appropriate and complies with these Terms and Conditions in regards to violations other than copyright infringement or privacy law, such as, but not limited to, hate crimes, pornography, obscene or defamatory material, or excessive length. EskimoTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions at any time, without prior notice and at its sole discretion.

8. POLICY

EskimoTube abides by a ZERO TOLERANCE policy relating to any illegal content. Child Pornography, bestiality, rape, torture, snuff, death and/or any other type of obscene and/or illegal material shall not be tolerated by EskimoTube. EskimoTube shall not condone child pornography and will cooperate with all governmental agencies that seek those who produce child pornography.

9. WARRANTIES

You represent and warrant that all of the information provided by you to EskimoTube to participate in the EskimoTube website is accurate and current and you have all necessary right, power, and authority to enter

into this Agreement and to perform the acts required of you hereunder.

As a condition to using the EskimoTube, you must agree to the terms of EskimoTube's privacy policy and its modifications. You acknowledge and agree that the technical processing and transmission of the Website, including your User Submissions, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by EskimoTube with regard to its users may be disclosed in accordance with the EskimoTube Privacy Policy.

10. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF THE EskimoTube WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, EskimoTube, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. EskimoTube MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

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2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
5. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE EskimoTube WEBSITE. EskimoTube DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE EskimoTube WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND EskimoTube WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT EskimoTube SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL EskimoTube, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

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2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE,
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
6. ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE EskimoTube WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT EskimoTube SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

12. INDEMNITY

You agree to defend, indemnify and hold harmless EskimoTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. your use of and access to the EskimoTube Website;
2. your violation of any term of these Terms of Service;
3. your violation of any third party right, including without limitation any copyright, property, or privacy right; or
4. Any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the EskimoTube Website.

You affirm that you are either more than 18 years of age or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms and Conditions contained herein.

13. ASSIGNMENT

The Terms and Conditions contained herein and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by EskimoTube without restriction.

If any term, clause or provision of the agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.